

**GOODHUE COUNTY
HEALTH & HUMAN SERVICES (GCHHS)**



REQUEST FOR BOARD ACTION

Requested Board Date:	October 15, 2024	Staff Lead:	<ul style="list-style-type: none"> • Kris Johnson • Mike Zorn • Kayla Matter
Consent Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approve Mobile Crisis Cooperative Agreement		

BACKGROUND:

For the past ten years, Goodhue County Health and Human Services has been part of a regional agreement among the ten counties in Southeast Minnesota to provide Mobile Crisis Services. Mobile Crisis Services are provided according to statute in all of Minnesota. [Sec. 256B.0624 MN Statutes](#)

In December 2023, the ten counties that were part of the Southeast Minnesota Mobile Crisis Agreement determined that they wished to dissolve the ten-county agreement and move into smaller agreements. Five counties (East Hub Counties) - Fillmore County, Goodhue County, Houston County, Wabasha County, and Winona County - agreed to integrate State financial resources into the East Hub Mobile Crisis Program.

In May 2024 Minnesota DHS awarded the participating counties in the East Hub Mobile Crisis Program \$1,378,888 for the 2025 and 2026 calendar years.

The representatives from the counties in the East Hub have proposed the attached Cooperative Agreement to guide the utilization of funds and implementation of the Mobile Crisis Program.

- Goodhue County Health and Human Services is the proposed fiscal agent, and counties have agreed to pay GCHHS \$8120 for the administration fee.
- The counties have agreed to the need to maintain Mobile Crisis Services at full capacity. Goodhue County’s portion of the additional funds is \$27,017.33 in 2025 and \$54,723.45 in 2026.

RECOMMENDATION: GCHHS Department recommends approval as requested.



Behavioral Health, Housing, and Deaf and Hard of Hearing Services Administration
Behavioral Health Division

P.O. Box 64988
St. Paul, MN 55164-0988

July 31, 2024

Fillmore, Goodhue, Houston, Wabasha, and Winona (Goodhue, acting as the fiscal host)

RE: CY25 & CY26 Mobile Crisis Response Services Appropriation Letter

(This allocation letter supersedes the allocation letter issued on May 31, 2024, which must be destroyed)

Dear Fillmore, Goodhue, Houston, Wabasha, and Winona,

The Minnesota Department of Human Services (DHS) is pleased to inform you that your organization's response to the Mobile Crisis Response Services funding will move forward in the contracting process.

Please be advised that your allocation includes one-time funding that will be added to your base allocation. This notification letter does not obligate DHS to execute a contract with you and does not guarantee any funding. CY25 & CY26 State funds MAY NOT BE SPENT until the contract is fully signed and executed.

CALENDAR YEAR 2025

Base Funding: Fillmore, Goodhue, Houston, Wabasha, and Winona (Goodhue, acting as the fiscal host) have been allocated State funding in the amount of \$364,478.

One-Time Funding: Fillmore, Goodhue, Houston, Wabasha, and Winona (Goodhue, acting as the fiscal host) have been allocated State funding in the amount of \$363,983.

Total Funding: \$728,461

CALENDAR YEAR 2026

Base Funding: Fillmore, Goodhue, Houston, Wabasha, and Winona (Goodhue, acting as the fiscal host) have been allocated State funding in the amount of \$301,558.

One-Time Funding: Fillmore, Goodhue, Houston, Wabasha, and Winona (Goodhue, acting as the fiscal host) have been allocated State funding in the amount of \$348,869.

Total Funding: \$650,427

All funds must be spent by December 31, 2026. All invoices are due quarterly in 2025 and 2026, according to your organization's contract.

Please remember the purpose of the Mobile Crisis Response Services according to Minnesota Statutes, chapter [245I](#) (Mental Health Uniform Service Standards Act) and section [256B.0624](#) (Crisis Response Services). These funds must be used for these purposes only and may not supplant other sources of funding.

Please let us know if we can answer any questions regarding the information in this letter by emailing us at dhs.cmhcrisis@state.mn.us.

Sincerely,

Julie Pearson

Julie Pearson

Manager, Integrated Services
Behavioral Health Division
Behavioral Health Administration

IMPORTANT: According to Minnesota Statutes, section 16B.98, subdivision 5 no work can be performed, nor is payment or reimbursement allowed under this grant contract, until the effective start date has arrived or until the date that the final required signature is obtained from the STATE whichever occurs last.

**COOPERATIVE AGREEMENT
ADULT & CHILDREN’S MOBILE CRISIS GRANT
COOPERATIVE AGREEMENT 2025-2026**

WHEREAS, Fillmore County, Goodhue County, Houston County, Wabasha County, and Winona County (“Participating Counties”) have agreed to integrate State financial resources into the East Hub Mobile Crisis Program.

WHEREAS, in May 2024 the Minnesota Department of Human Services (DHS) awarded Participating Counties an Adult & Children’s Mobile Crisis Services Grant (“Grant”) as outlined in the CY25 & CY26 Mobile Crisis Response Services Appropriation Letter dated July 31, 2024, Attached hereto as Exhibit A;

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein among Participating Counties and the authority provided in Minn. Stat. 471.59, Participating Counties agree as follows:

1. The purpose of this Agreement is to jointly agree that Participating Counties will integrate the Grant resources into the East Hub Mobile Crisis Program from January 1, 2025, to December 31, 2026.
2. The Grant includes base and one-time funding in the amount of \$1,378,888 over two years as outlined in Exhibit A.
3. The Participating Counties have agreed to the need to maintain Mobile Crisis Services at full capacity. To maintain that capacity when either DHS has reduced the grant award or when service expenses have increased, each Participating County has agreed to contribute additional amounts listed below to maintain full capacity of Mobile Crisis Services. The amounts listed below for the Participating Counties are based on the relative proportion of each Participating County’s population as certified by the Minnesota State Demographic Center’s annual estimate, except in years the United States census is published.

County	2025	2026
Fillmore	11,624.89	23,546.14
Goodhue	27,017.33	54,723.45
Houston	10,815.83	21,907.39
Wabasha	12,473.46	25,264.93
Winona	29,775.49	60,310.09

4. Goodhue County will act as the fiscal host for the Grant and shall draw an administrative fee of \$8,120 for each year this agreement remains in effect to cover those services.
5. Allocations occurring in future calendar years may be added to this Agreement via written addendum.
6. If the State requests that allocated funds distributed be returned, Participating Counties shall return such funds allocated for crisis services.
7. Each Participating County authorizes Goodhue County to be the entity to contract directly with provider agencies for key roles in the development and provision of mobile crisis services. Upon completion

and signature of any contracts, Goodhue County shall provide a copy to each Participating County upon request.

8. Each Participating County who receives grant dollars passed through Goodhue County agrees to indemnify and hold harmless Goodhue County for any determinations by any authority that grant dollars used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Goodhue County, solely in its own discretion, agrees to be an intermediary in any repayments for the affected Participating County, that County agrees to cooperate fully with Goodhue County and to not delay any necessary payments. The affected Participating County agrees to reimburse Goodhue County for any reasonable costs incurred by Goodhue County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.
9. Goodhue County may not advance pass-through or expense reimbursement grant dollars to any other county. Each Participating County acknowledges that it will not receive any grant funds from Goodhue County until Goodhue County has received the funds from the grantor. Goodhue County will make reasonable efforts to disburse funds to each Participating County as soon as practicable through Goodhue County's normal accounts payable processes.
10. Each Participating County acknowledges that if the grant terms require provision of documentation by the fiscal support entity for any purpose including securing reimbursement from the grantor that it must provide the documentation to Goodhue County on the schedule established by Goodhue County so that sufficient processing time is available to pass the information through to the grantor. Goodhue County will make reasonable efforts to gather and pass on required documentation, but staff absences or workload may delay this process. Goodhue County is not responsible for any interest or fees due to delayed pass through of funds which result from the Participating County's failure to provide documentation on a timely basis. Goodhue County is not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by Participating Counties for this grant unless specifically stated elsewhere in this Agreement.
11. Participating Counties may audit records related to Mobile Crisis Services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County, or the State Auditor related to an audit of this program. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.
12. Each Participating County shall maintain at their own expense general liability, professional liability and error and omissions insurance coverage, or equivalent coverage, at levels appropriate to cover the activities of that Participating County or its subcontractors, agents, or employees under this Agreement.
13. Participating Counties shall save and hold harmless all other Participating Counties and its officers,

agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.

14. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
15. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
16. The term of this Agreement shall be from January 1, 2025, through December 31, 2026 and/or shall remain in effect until one of the following occurs: 1) a new Agreement is signed by all Participating Counties 2) the term of this Agreement is extended via an Addendum or 3) the Participating Counties choose to terminate the Agreement in accordance with the termination language below.
17. The Participating Counties may terminate or amend this agreement upon 30 days written notice to the remaining parties under the following circumstances: :
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement. If any Participating County chooses to opt out of providing East Hub Mobile Crisis Program services at the end of the initial two-year period, said county shall provide at least 60-day notice to the other Participating Counties. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the mobile crisis funds amongst the remaining Participating Counties.
 - c. A Participating County may opt out of this agreement at any time with the approval of, and under such terms, as all Participating Counties may agree.

Any termination of the Agreement shall not reduce or negate any obligations or liabilities of any party already accrued prior to such termination.

18. This agreement may be executed in one or more original or electronic counterparts. All executed counterparts shall be deemed one and the same instrument. Participating Counties shall individually sign and return this Agreement to Goodhue County Health and Human Services, attn: Mike Zorn, 426 West Avenue, Red Wing MN 55066.

19. Each Participating County shall provide Goodhue County with a copy of the fully signed Cooperative Agreement.
20. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

COUNTY OF _____

By: _____

Dated: _____

Title: _____

ATTESTED TO:

By: _____

Dated: _____

Title: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____

Dated: _____

Title: _____